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**U.S. Department of Justice**

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District of Connecticut*

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August 28, 2019

Michael L. Moscovitz, Esq.  
131 Dwight Street  
New Haven, CT, 06511  
[mmoscovitz@mg-law.net](mailto:mmoscovitz@mg-law.net)

Re: United States v. Kevin E. Creed  
Case No. 3:19 CR 215 (JCH)

Dear Attorney Moskowitz:

This letter confirms the plea agreement between your client, Kevin E. Creed (the "defendant"), and the United States Attorney's Office for the District of Connecticut (the "Government") in this criminal matter.

**THE PLEA AND OFFENSE**

In consideration for the benefits offered under this agreement, Kevin E. Creed agrees to waive his right to be indicted and to plead guilty to a one-count Information charging him with Wire Fraud, in violation of Title 18, United States Code, Section 1343

The defendant understands that, to be guilty of this offense, the following essential elements must be satisfied:

1. There was a scheme or artifice to defraud or to obtain money or property by materially false and fraudulent pretenses, representations or promises, as described in the Information;
2. The defendant knowingly participated in the scheme or artifice to defraud, with knowledge of its fraudulent nature and with specific intent to defraud; and
3. In execution of the scheme or artifice to defraud, the defendant used or caused the use of one or more interstate wires, as specified in the Information.

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## THE PENALTIES

### Imprisonment

This offense carries a maximum penalty of 20 years of imprisonment.

### Supervised Release

In addition, the Court may impose a term of supervised release of not more than three (3) years to begin after any term of imprisonment. 18 U.S.C. § 3583. The defendant understands that, should he violate any condition of supervised release, he may be required to serve a further term of imprisonment of up to two years per violation pursuant to 18 U.S.C. § 3583 with no credit for time already spent on supervised release.

### Fine

This offense carries a maximum fine of \$250,000. The defendant is also subject to the alternative fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense; or (3) \$250,000. The Government estimates the loss to be approximately \$1.4 million meaning an estimate of the maximum fine would be approximately \$2.8 million.

### Special Assessment

In addition, the defendant is obligated by 18 U.S.C. § 3013 to pay a special assessment of \$100 on each count of conviction. The defendant agrees to pay the special assessment to the Clerk of the Court on the day the guilty plea is accepted.

### Restitution

In addition to the other penalties provided by law, the Court must also order that the defendant make restitution under 18 U.S.C. § 3663A and the Government reserves its right to seek restitution on behalf of victims consistent with the provisions of § 3663A. The scope and effect of the order of restitution are set forth in the attached Rider Concerning Restitution. Restitution is payable immediately unless otherwise ordered by the Court.

Regardless of restitution that may be ordered by the Court noted above, the defendant agrees to make restitution in the amount of \$1,400,000. The defendant agrees to being making payments towards such restitution no later than the sentencing date in this case. The Government agrees as part of the plea agreement that if the Court were to find that "the economic circumstances of the defendant . . . do not allow for the payment of the full amount of a restitution order in the foreseeable future under any reasonable schedule of payments," the Government will not oppose a motion by Defendant to seek a Court Order that the Defendant make periodic payments over an extended period of time in light of his economic circumstances pursuant to Title 18 U.S.C. § 3664(f)(3)(B). The Defendant understands that he must, and agrees that he will, make all court ordered restitution pursuant to 18 U.S.C. § 3663A. Moreover, the



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parties agree that they will recommend that timely payments of Court Ordered restitution be made part of the special conditions of any imposed term of Supervised Release.

Interest, penalties and fines

Unless otherwise ordered, should the Court impose a fine or restitution of more than \$2,500 as part of the sentence, interest will be charged on the unpaid balance of the fine or restitution not paid within 15 days after the judgment date. 18 U.S.C. § 3612(f). Other penalties and fines may be assessed on the unpaid balance of a fine or restitution pursuant to 18 U.S.C. § 3572(h), (i) and § 3612(g). The forgoing interest, penalty, and fine provisions also apply to any assessments the Court imposes under 18 U.S.C. § 2259A.

Forfeiture

The defendant agrees that by virtue of his plea of guilty he waives any rights or cause of action to claim that he is a “substantially prevailing party” for the purpose of recovery of attorney fees and other litigation costs in any related forfeiture proceeding pursuant to 28 U.S.C. § 2465(b)(1).

**THE SENTENCING GUIDELINES**

Applicability

The defendant understands that the Court is required to consider any applicable Sentencing Guidelines as well as other factors enumerated in 18 U.S.C. § 3553(a) to tailor an appropriate sentence in this case and is not bound by this plea agreement. The defendant agrees that the Sentencing Guideline determinations will be made by the Court, by a preponderance of the evidence, based upon input from the defendant, the Government, and the United States Probation Office. The defendant further understands that he has no right to withdraw his guilty plea if his sentence or the Guideline application is other than he anticipated, including if the sentence is outside any of the ranges set forth in this agreement.

Acceptance of Responsibility

At this time, the Government agrees to recommend that the Court reduce by two levels the defendant’s adjusted offense level under § 3E1.1(a) of the Sentencing Guidelines, based on the defendant’s prompt recognition and affirmative acceptance of personal responsibility for the offense. Moreover, should the defendant qualify for a decrease under § 3E1.1(a) and his offense level determined prior to the operation of subsection (a) is level 16 or greater, the Government will file a motion with the Court pursuant to § 3E1.1(b) which recommends that the Court reduce the defendant’s Adjusted Offense Level by one additional level based on his prompt notification of his intention to enter a plea of guilty. The defendant understands that the Court is not obligated to accept the Government’s recommendations on the reductions.

The above-listed recommendations are conditioned upon the defendant’s affirmative demonstration of acceptance of responsibility, by (1) truthfully admitting the conduct comprising

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the offense(s) of conviction and truthfully admitting or not falsely denying any additional relevant conduct for which the defendant is accountable under § 1B1.3 of the Sentencing Guidelines, and (2) disclosing to the United States Attorney's Office and the United States Probation Office a complete and truthful financial statement detailing the defendant's financial condition. The defendant expressly authorizes the United States Attorney's Office to obtain a credit report concerning the defendant.

In addition, the Government expressly reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant engages in any acts, unknown to the Government at the time of the signing of this agreement, which (1) indicate that the defendant has not terminated or withdrawn from criminal conduct or associations (§ 3E1.1 of the Sentencing Guidelines); (2) could provide a basis for an adjustment for obstructing or impeding the administration of justice (§ 3C1.1 of the Sentencing Guidelines); or (3) constitute a violation of any condition of release. Moreover, the Government reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant seeks to withdraw his guilty plea or takes a position at sentencing, or otherwise, which, in the Government's assessment, is inconsistent with affirmative acceptance of personal responsibility. The defendant understands that he may not withdraw his plea of guilty if, for the reasons explained above, the Government does not make one or both of the recommendations or seeks denial of the adjustment for acceptance of responsibility.

#### Stipulation

Pursuant to § 6B1.4 of the Sentencing Guidelines, the defendant and the Government have entered into the attached stipulation, which is a part of this plea agreement. The defendant understands that this stipulation does not set forth all of the relevant conduct and characteristics that may be considered by the Court for purposes of sentencing. The defendant understands that this stipulation is not binding on the Court. The defendant also understands that the Government and the United States Probation Office are obligated to advise the Court of any additional relevant facts that subsequently come to their attention.

#### Guideline Stipulation

The parties agree as follows:

The Guidelines Manual in effect on the date of sentencing is used to determine the applicable Guidelines range.

The parties further agree that the defendant's base offense level under U.S.S.G. § 2B1.1 is 7. That level is increased by 14 because the loss exceeded \$500,000. U.S.S.G. § 2B1.1(b)(1)(H). The defendant's offense level is increased by 2 levels because the offense involved a misrepresentation by the defendant that he was acting on behalf of a charitable organization. U.S.S.G. § 2B1.1(b)(9). The defendant's offense level is increased by 2 levels because the offense involved the abuse of position of trust and the use of a special skill, in that the defendant was an attorney, and was the Chief Executive Officer of Friends of Fisher House Connecticut, and as such had managerial discretion over the assets and funds raised, in a manner



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that significantly facilitated the commission and concealment of the offense. U.S.S.G. § 3B1.3, appl. n. 1.

The government asserts that under the applicable Guidelines' the defendant's offense level is increased by 2 levels because the offense involved 10 or more victims and was committed through mass marketing and by use of the internet. U.S.S.G. § 2B1.1(b)(2). The defendant reserves the right to contest the inclusion of this specific offense characteristic in the calculation, and asserts that the charity was the sole victim.

The parties agree that three (3) levels are subtracted under U.S.S.G. § 3E1.1 for acceptance of responsibility, as noted above.

If the Government's position with respect to U.S.S.G. § 2B1.1(b)(2) prevails, the resulting total offense level is 24. If the Defendant's position with respect to U.S.S.G. § 2B1.1(b)(2) prevails, the resulting total offense level is 22.

Based on an initial assessment, the parties agree that the defendant falls within Criminal History Category I. The parties reserve the right to recalculate the defendant's Criminal History Category and corresponding sentencing ranges if this initial assessment proves inaccurate.

Under the Government's calculation of a total offense level 24, assuming a Criminal History Category I, the Guidelines' calculation would result in a range of 51 to 63 months of imprisonment (sentencing table) and a fine range of \$20,000 to \$ 200,000, U.S.S.G. § 5E1.2(c)(3).

Under the Defendant's calculation of a total offense level 22, assuming a Criminal History Category I, the Guidelines' calculation would result in a range of 41 to 51 months of imprisonment (sentencing table) and a fine range of \$15,000 to \$150,000, U.S.S.G. § 5E1.2(c)(3).

The defendant is also subject to a supervised release term of one year to three years. U.S.S.G. § 5D1.2.

The Government and the defendant reserve their rights to seek a departure or a non-Guidelines sentence, and both sides reserve their right to object to a departure or a non-Guidelines sentence.

The defendant understands that the Court is not bound by this agreement on the Guideline ranges specified above. The defendant further understands that he will not be permitted to withdraw the guilty plea if the Court imposes a sentence outside any of the ranges set forth in this agreement.

In the event the United States Probation Office or the Court contemplates any sentencing calculations different from those stipulated by the parties, the parties reserve the right to respond to any inquiries and make appropriate legal arguments regarding the proposed alternate

calculations. Moreover, the parties reserve the right to defend any sentencing determination, even if it differs from that stipulated by the parties, in any post-sentencing proceeding.

Information to the Court

The Government reserves its right to address the Court with respect to an appropriate sentence to be imposed in this case. Moreover, the Government will discuss the facts of this case, including information regarding the defendant's background and character, 18 U.S.C. § 3661, with the United States Probation Office and will provide the Probation Officer with access to material in its file, with the exception of grand jury material.

**WAIVER OF RIGHTS**

The defendant acknowledges and agrees that he is knowingly, intelligently, and voluntarily waiving the following rights:

Waiver of Right to Indictment

The defendant understands that he has the right to have the facts of this case presented to a federal grand jury, consisting of between sixteen and twenty-three citizens, twelve of whom would have to find probable cause to believe that he committed the offense set forth in the information before an indictment could be returned. The defendant acknowledges that he is waiving his right to be indicted.

Waiver of Trial Rights and Consequences of Guilty Plea

The defendant understands that he has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent him.

The defendant understands that he has the right to plead not guilty or to persist in that plea if it has already been made, the right to a public trial, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against him, the right ~~not to be compelled to incriminate himself, the right to testify and present evidence, and the right~~ to compel the attendance of witnesses to testify in his defense. The defendant understands that by pleading guilty he waives those rights and that, if the plea of guilty is accepted by the Court, there will not be a further trial of any kind.

The defendant understands that, if he pleads guilty, the Court may ask him questions about each offense to which he pleads guilty, and if he answers those questions falsely under oath, on the record, and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making false statements.

Waiver of Statute of Limitations

The defendant agrees that, should the conviction following defendant's guilty plea be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of



limitations on the date of the signing of this plea agreement (including any indictment or counts the Government has agreed to dismiss at sentencing pursuant to this plea agreement) may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this plea agreement and the commencement or reinstatement of such prosecution. The defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date the plea agreement is signed.

#### Waiver of Right to Challenge Conviction

The defendant acknowledges that under certain circumstances he is entitled to challenge his conviction. By pleading guilty, the defendant waives his right to appeal or collaterally attack his conviction in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241. In addition to any other claims he might raise, the defendant waives his right to challenge his conviction based on (1) any non-jurisdictional defects in the proceedings before entry of this plea, (2) a claim that the statute(s) to which the defendant is pleading guilty is unconstitutional, and (3) a claim that the admitted conduct does not fall within the scope of the statute. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

#### Waiver of Right to Appeal or Collaterally Attack Sentence

The defendant acknowledges that under certain circumstances, he is entitled to challenge his sentence. In consideration for the benefits offered under this agreement, the defendant agrees not to appeal or collaterally attack the sentence in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241 if that sentence does not exceed 51 months of imprisonment, a 3-year term of supervised release, a \$100 special assessment, and a fine of \$2.8 million even if the Court imposes such a sentence based on an analysis different from that specified above. Similarly, the Government will not appeal a sentence imposed within or above the stipulated sentencing range. The Government and the defendant agree that this waiver applies regardless of whether the term of imprisonment is imposed to run consecutively to or concurrently with, in whole or in part, the undischarged portion of any other sentence that has been imposed on the defendant at the time of sentencing in this case. Furthermore, the parties agree that any challenge to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

#### Waiver of Challenge to Plea Based on Immigration Consequences

The defendant understands that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, non-citizens are subject to removal for a broad range of crimes, including the offense(s) to which the defendant is pleading guilty. Likewise, if the defendant is a naturalized citizen of the United States, pleading guilty may result in denaturalization and removal. Removal, denaturalization, and other immigration consequences are the subject of a separate proceeding, however, and the

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defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on his immigration status. The defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is automatic removal from the United States.

The defendant understands that he is bound by his guilty plea regardless of the immigration consequences of the plea. Accordingly, the defendant waives any and all challenges to his guilty plea and to his sentence based on those consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction or sentence, based on the immigration consequences of his guilty plea, conviction or sentence. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in the appropriate forum.

#### **ACKNOWLEDGMENT OF GUILT AND VOLUNTARINESS OF PLEA**

The defendant acknowledges that he is entering into this agreement and is pleading guilty freely and voluntarily because he is guilty. The defendant further acknowledges that he is entering into this agreement without reliance upon any discussions between the Government and him (other than those described in the plea agreement letter), without promise of benefit of any kind (other than the concessions contained in the plea agreement letter), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges his understanding of the nature of the offense to which he is pleading guilty, including the penalties provided by law. The defendant also acknowledges his complete satisfaction with the representation and advice received from his undersigned attorney. The defendant and his undersigned counsel are unaware of any conflict of interest concerning counsel's representation of the defendant in the case.

#### **SCOPE OF THE AGREEMENT**

The defendant acknowledges that this agreement is limited to the undersigned parties and cannot bind any other federal authority, or any state or local authority. The defendant acknowledges that no representations have been made to him with respect to any civil or administrative consequences that may result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved. Finally, the defendant acknowledges that this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving him.

#### **COLLATERAL CONSEQUENCES**

The defendant understands that he will be adjudicated guilty of the offense to which he has pleaded guilty and may thereby be deprived of certain federal benefits as provided in 21 U.S.C. § 862 and will be deprived of certain rights, such as the right to hold public office, to serve on a jury, to possess firearms and ammunition, and in some states, the right to vote. The defendant understands that pursuant to section 203(b) of the Justice For All Act, the Federal Bureau of Prisons or the United States Probation Office will collect a DNA sample from the defendant for analysis and indexing. Finally, the defendant understands that the Government

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reserves the right to notify any state or federal agency by which he is licensed, or with which he does business, as well as any current or future employer of the fact of his conviction.

**SATISFACTION OF FEDERAL CRIMINAL LIABILITY; BREACH**

The defendant's guilty plea, if accepted by the Court, will satisfy the federal criminal liability of the defendant in the District of Connecticut as a result of his participation in offense conduct, which forms the basis of the Information in this case.

The defendant understands that if, before sentencing, he violates any term or condition of this agreement, engages in any criminal activity, or fails to appear for sentencing, the Government may void all or part of this agreement. If the agreement is voided in whole or in part, the defendant will not be permitted to withdraw his guilty plea.

**NO OTHER PROMISES**

The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this plea agreement, and none will be entered into unless set forth in writing, signed by all the parties.

This letter shall be presented to the Court, in open court, and filed in this case.

Very truly yours,

JOHN H. DURHAM  
UNITED STATES ATTORNEY


  
MICHAEL S. McGARRY  
ASSISTANT UNITED STATES ATTORNEY

The defendant certifies that he has read this plea agreement letter and its attachment(s) or has had it read or translated to him, that he has had ample time to discuss this agreement and its attachment(s) with counsel and that he fully understands and accepts its terms.

  
KEVIN E. CREED  
The Defendant

8/28/19  
Date

I have thoroughly read, reviewed and explained this plea agreement and its attachment(s) to my client who advises me that he understands and accepts its terms.

  
MICHAEL L. MOSCOWITZ  
Attorney for the Defendant

8/28/19  
Date



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### **STIPULATION OF OFFENSE CONDUCT**

The defendant and the Government stipulate to the following offense conduct and relevant conduct that give rise to the defendant's agreement to plead guilty to the Information.

Beginning in or about 2010 and continuing until late 2018, Defendant Kevin E. Creed operated and control an entity named Friends of Fisher House Connecticut, Inc. (herein after "Friends of Fisher House Connecticut"). The stated purported purpose of Friends of Fisher House Connecticut was to raise funds to support the building and maintenance of a Fisher House in West Haven, Connecticut which was built by the Fisher House Foundation, Inc.

The mission of the entity named Fisher House Foundation, Inc. was, and continues to be, to support members of the United States military, Veterans, and their families, by building and operating a series of houses, that is, Fisher Houses, to be located in the vicinity of United States military hospitals and Veterans Affairs ("VA") medical facilities. The goal of each Fisher House is to welcome the family members of military personnel and provide a location for members of the military, veterans, and their families and loved ones, to stay free of any cost to them, while members of the military or veterans, are undergoing medical treatment or rehabilitation.

The Fisher House program consists of 78 Fisher Houses throughout the United States and near United States military bases overseas and has served approximately 335,000 military families, and has provided them with an estimated \$407 million in housing and other services.

In or about 2010, Creed represented to the Fisher House Foundation, Inc., that he would solicit donations from the public to raise funds for the construction of a Fisher House in West Haven Connecticut. Defendant Attorney Kevin E. Creed established Friends of Fisher House Connecticut as a Connecticut non-profit corporation and operated it out of his law firm, the Creed Law Firm, LLC. Creed further represented that he would raise additional funds and with the additional funds he would assist the operations of West Haven Fisher House and support military personnel, veterans, and their families at that Fisher House. Creed further represented that he would use funds that he raised to make grants to the Foundation and to assist with construction of additional Fisher Houses.

Beginning in or about 2010, Creed solicited donations from individual donors and corporate donors on behalf of Friends of Fisher House Connecticut. Creed represented to the donors that funds that were donated would be used exclusively to support the construction and operation of the West Haven Fisher House. Creed described himself on various filings as a "Voluntary Chief Executive Officer." Friends of Fisher House Connecticut promoted and held numerous fund raising events including a Half-Marathon and 10 Kilometer foot race and other fund raising efforts, purportedly to raise money to benefit the West Haven Fisher House. In fact, Friends of Fisher House Connecticut did make a \$1 million donation in 2015 to assist with the financing of the construction of the Fisher House West Haven.

Beginning in 2012 and continuing until late 2018 or early 2019, the Defendant Kevin E. Creed did devise and execute a scheme and artifice to defraud and to obtain money and property

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based on materially false and fraudulent pretense representations and promises and did, in execution of the scheme, use and cause to be used the interstate wires.

It was part of the scheme, that the Defendant Creed after setting up Friends of Fisher House Connecticut, would and did continue to solicit donations from individuals and corporate donors on behalf of Friends of Fisher House Connecticut by representing to the donors that funds they donated would be used exclusively to support the mission of Fisher House. When in truth and in fact, as Creed well knew, he diverted a significant portion of the funds to his own personal use and benefit.

It was further part of the scheme, that Creed would and did sign and file Form 990s (Returns of Organization Exempt From Income Tax) with the Internal Revenue Service (IRS)) with material false and fraudulent information contained therein, including listing the names of individuals as a board of directors, when no such board existed.

It was further part of the scheme, that Creed would and did falsely and fraudulently list two grants to the Foundation of \$159,746 and \$169,656 in 2016 and 2017, respectively, on the Form 990's when in truth and in fact no such grants had been made.

It was further part of the scheme to defraud that Defendant Creed would and did use the website of the Creed law firm and the Fisher House Connecticut Website to advertise Friends of Fisher House Connecticut and to publicize events and to solicit donations with the representation that funds raised would be used for the mission of Fisher House. When in reality he used a significant portion of the funds raised for himself and to cover law firm expenses.

It was further part of the scheme to defraud, that after receiving donations into the Friends of Fisher House Connecticut bank account at Webster Bank, ending in x-4166, which donations were based on the fraudulent representations that the funds would be used to benefit the mission of Fisher House and Fisher House Connecticut, Creed would and did transfer funds to himself and to his law firm account by bank transfer and by check. Thereafter, Defendant Creed would and did use the funds for his own personal benefit, including, among other uses, home mortgage payments, credit card payments, restaurants, ATM withdrawals, and to cover expenses of his law firm. For example, in or about March 2018, Creed transferred \$7,500 from the Friends of Fisher House Connecticut account at Webster Bank to his personal account at Webster Bank and used the funds for, among other things, pet care, mortgage payments, restaurants, and over \$2,000 for a payment to Royal Caribbean cruise lines.

In furtherance of and in execution of the scheme to defraud, on or about September 29, 2017, Defendant Creed used and caused to be used the interstate wires by depositing a check of \$92,229 from Shoprite into the Friends of Fisher House Connecticut account at Webster Bank account ending in x-4166, which was cleared through the interstate banking system. Thereafter, Creed transferred thousands of dollars to his personal account and his law firm account and used for his own personal benefit, not to benefit Fisher House or Friends of Fisher House Connecticut.



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In total, Creed took through false and fraudulent pretenses and representations, approximately \$1.4 million that had been donated for the benefit of Friends of Fisher House Connecticut.

This written stipulation is part of the plea agreement. The defendant and the Government reserve their right to present additional offense conduct and relevant conduct to the Court in connection with sentencing.



KEVIN E. CREED

The Defendant



MICHAEL S. MCGARRY

ASSISTANT UNITED STATES ATTORNEY



MICHAEL MOSCOWITZ, ESQ.

Attorney for the Defendant Creed

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**RIDER CONCERNING RESTITUTION**

The Court shall order that the defendant make restitution under 18 U.S.C. § 3663A as follows:

1. If the offense resulted in damage to or loss or destruction of property of a victim of the offense:
  - A. Return the property to the owner of the property or someone designated by the owner; or
  - B. If return of the property is impossible, impracticable, or inadequate, pay an amount equal to:

The greater of -

    - (I) the value of the property on the date of the damage, loss, or destruction; or
    - (II) the value of the property on the date of sentencing, less the value as of the date the property is returned.
2. In the case of an offense resulting in bodily injury to a victim –
  - A. Pay an amount equal to the costs of necessary medical and related professional services and devices related to physical, psychiatric, and psychological care; including non-medical care and treatment rendered in accordance with a method of healing recognized by the law of the place of treatment;
  - B. Pay an amount equal to the cost of necessary physical and occupational therapy and rehabilitation; and
  - C. Reimburse the victim for income lost by such victim as a result of such offense;
3. In the case of an offense resulting in bodily injury that results in the death of the victim, pay an amount equal to the cost of necessary funeral and related services; and
4. In any case, reimburse the victim for lost income and necessary child care, transportation, and other expenses incurred during participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

The order of restitution has the effect of a civil judgment against the defendant. In addition to the Court-ordered restitution, the Court may order that the conditions of its order of restitution be made a condition of probation or supervised release. Failure to make restitution as ordered may result in a revocation of probation, 18 U.S.C. § 3565, or a modification of the conditions of supervised release, 18 U.S.C. § 3583(e). Failure to pay restitution may also result in the defendant being held in contempt, or the defendant's re-sentencing to any sentence which might originally have been imposed by the Court. *See* 18 U.S.C. §§ 3613A, 3614. The Court may also order that the defendant give notice to any victim(s) of his offense under 18 U.S.C. § 3555.